

**MICHAEL N. FEUER**, City Attorney - SBN111529x  
**THOMAS H. PETERS**, Chief Assistant City Attorney  
**CORY M. BRENT**, Assistant City Attorney  
**DENISE C. ZIMMERMAN**, Deputy City Attorney - SBN 191992  
[denise.zimmerman@lacity.org](mailto:denise.zimmerman@lacity.org)  
200 North Main Street, 6th Floor, City Hall East  
Los Angeles, CA 90012  
Phone No.: (213) 978-7032  
Fax No.: (213) 978-8785

*Attorneys for Defendants*  
**CITY OF LOS ANGELES**

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

A.D., individually and as Successor  
In Interest to MOISES DE LA  
TORRE, deceased, by and through his  
Guardian Ad Litem, JULIA  
ALVARADO, PEDRO DE LA  
TORRE, SR., individually, and  
OFELIA DE LA TORRE,  
individually,

**Case No.: CV13-6510-JFW (ASx)**  
*[Assigned to Hon. John F. Walter]*  
*(Complaint Filed: 09-13-13)*

**[PROPOSED]  
PROTECTIVE ORDER**

**\*NOTE CHANGES MADE BY THE COURT\***

CITY OF LOS ANGELES, official  
municipal entity, and DOES I  
through 10, inclusive

### *Defendants*

THE PARTIES HAVING STIPULATED TO THE FOLLOWING, this Court hereby orders as follows:

1. The parties may designate as confidential the following:
    - [A] Force Investigation Division (“FID”) Reports Including any Statements of Police Personnel Associated with any Such Report which the parties believe might contain information of a privileged, confidential, or sensitive nature, by affixing to such document or writing a legend, such as

1 "Confidential." "Confidential Documents," "Confidential Material," "Subject to  
2 Protective Order" or words of similar effect. These categories of documents and writings  
3 so designated, and all information derived therefrom (hereinafter, collectively,  
4 "Confidential Information"), shall be treated in accordance with the terms of this  
5 stipulation. The parties may also designate deposition testimony, or portions thereof,  
6 which fall within these categories as Confidential Information.

7       2. Confidential Information may be used by the persons receiving such  
8 information only for the purpose of this litigation.

9       3. Subject to the further conditions imposed by this stipulation, Confidential  
10 Information may be disclosed only to the following persons:

11           (a) Parties to the litigation, counsel for the parties, and experts,  
12 investigators, paralegal assistants, office clerks, secretaries and other such personnel  
13 working under their supervision;

14           (b) Such other parties as may be agreed by written stipulation among the  
15 parties hereto.

16       4. Prior to the disclosure of any Confidential Information to any person  
17 described in paragraph 3(a) or 3(b), counsel for the party that has received and seeks to  
18 use or disclose such Confidential Information shall first provide any such person with a  
19 copy of this stipulation, and shall cause him or her to execute, on a second copy which  
20 counsel shall thereafter serve on the other party the following acknowledgment:

21            "I understand that I am being given access to Confidential  
22 Information pursuant to the foregoing stipulation and order.

23            I have read the Order and agree to be bound by its terms  
24 with respect to the handling, use and disclosure of such  
25 Confidential Information.

26           Dated: \_\_\_\_\_ /s/ \_\_\_\_\_ "

27       5. Upon the final termination of this litigation, including any appeal pertaining  
28 thereto, all Confidential Information and all copies thereof shall be returned to the party

1 who disclosed the documents or destroyed, except as to Court personnel.

2       6. If any party who receives Confidential Information receives a subpoena or  
3 other request seeking Confidential Information, he, she or it shall immediately give  
4 written notice to the **designating** party's counsel, identifying the Confidential  
5 Information sought and the time in which production or other disclosure is required, and  
6 shall object to the request or subpoena on the grounds of this stipulation so as to afford  
7 the **designating** party an opportunity to obtain an order barring production or other  
8 disclosure, or to otherwise respond to the subpoena or other request for production or  
9 disclosure of Confidential Material. Other than objecting on the grounds of this  
10 stipulation, no party shall be obligated to seek an order barring production of  
11 Confidential Information. However, **absent a Court order to the contrary**, in no event  
12 should production or disclosure be made without written notice to **the designating**  
13 party's counsel after serving written notice to the party's counsel.

14       7. Any pleadings, motions, briefs, declarations, stipulations, exhibits or other  
15 written submissions to the Court in this litigation which contain, reflect, incorporate or  
16 refer to Confidential Information shall be filed and accompanied by an application  
17 pursuant to Local Rule 79-5.1, to file the papers - or the confidential portion(s) thereof -  
18 under seal. Such application shall be directed to the judge to whom the papers are  
19 directed. Pending the ruling on the application, the papers or portions thereof subject to  
20 the sealing application shall be lodged under seal.

21       8. Counsel for the parties hereto agree to request that any motions, applications  
22 or other pre-trial proceedings which could entail the discussion or disclosure of  
23 Confidential Information be heard by the Court outside the presence of the jury, unless  
24 having heard from counsel, the Court orders otherwise. Counsel for the parties further  
25 agree to request that, during any portion of the trial of this action which could entail the  
26 discussion or disclosure of Confidential Information, access to the courtroom be limited  
27 to parties, their counsel and other designated representative, experts or consultants who  
28 agree to be bound by this stipulation, and court personnel, unless having heard from

counsel, the Court orders otherwise.

9. Nothing herein shall prejudice any party's rights to object to the introduction of any Confidential Information into evidence, on grounds including but not limited to relevance and privilege. In the event of a dispute regarding the designation of confidential information, the parties shall follow the procedure set forth in Local Rule 37 for obtaining a decision from the Court.

10. GOOD CAUSE STATEMENT. The parties believe that the Confidential Information specified in Paragraph 1, above, are described with sufficient particularity to comply with Ninth Circuit standards for protective orders.

The parties further believe that disclosure of documents designated in categories listed in Paragraph 1[A] would subject police officers to unnecessary harassment, violate police officers' right to privacy, and put the lives and livelihood of the police officers' and their families at risk of imminent harm.

11. This protective order is to be effective on the date the order is signed by the Court.

12. This Protective Order survives settlement, trial and/or appeal.

*IT IS SO ORDERED.*

DATED: April 23, 2014

/ S /

**HONORABLE ALKA SAGAR  
UNITED STATES MAGISTRATE JUDGE**